

INDEX OF CLAUSES FOR ESSP COMM CORP

GENERIC CONTRACT FOR COMMERCIAL ORGANIZATIONS

TERMS AND CONDITIONS

The attached sample contract includes typical terms and conditions for NASA contracts, modified to some degree for Earth System Science Pathfinder (ESSP) Missions. Proposers shall review these terms and conditions and specifically identify any exceptions and/or proposed changes to the contract terms and conditions contained within the appropriate contract document as described in the Announcement of Opportunity, Section 5.2.3-Management. If no exceptions are taken, a statement to that effect must be included.

All proposed contractual documentation, if accepted by NASA, shall be considered executable upon selection. If no exceptions are taken, these sample generic contractual documents will be used as the basis for selected mission contract formulation. NASA reserves the right to negotiate all contract terms and conditions following mission selection.

INDEX OF CLAUSES FOR ESSP COMM CORP

SECTION B

- B.1 DELIVERABLE REQUIREMENTS (GSFC 52.211-90) (OCT 1988)
- B.2 ESTIMATED COST INCREASES (GSFC 52.232-94) (MAY 1991)
- B.3 PAYMENT FOR OVERTIME PREMIUMS (52.222-2) (JUL 1990)
- B.4 ESTIMATED COST AND FIXED FEE (18-52.216-74) (DEC 1991)
- B.5 CONTRACT FUNDING (18-52.232-81) (JUN 1990)

SECTION C

- C.1 SCOPE OF WORK (GSFC 52.211-91) (FEB 1991)
- C.2 REPORTS OF WORK (GSFC 52.227-91) (DEC 1992)

SECTION D

- D.1 PACKAGING AND MARKING (GSFC 52.211-90)(MAY 1997)

SECTION E

- E.1 ACCEPTANCE--SINGLE LOCATION (GSFC 52.246-92) (SEPT 1989)
- E.2 ACCEPTANCE--MULTIPLE LOCATIONS (GSFC 52.246-93) (MAY 1989)
- E.3 MATERIAL INSPECTION AND RECEIVING REPORT NOT REQUIRED (GSFC 52.246-94) (APR 1989)
- E.4 INDEPENDENT RELIABILITY ASSESSMENT CONTRACTOR (GSFC 52.246-98) (JAN 1995)
- E.5 QUALITY (PERFORMANCE ASSURANCE)--CONTRACTING OFFICER'S REPRESENTATIVE
- E.6 INSPECTION SYSTEM (SUBCONTRACTS) (GSFC 52.246-100) (OCT 1988)
- E.7 INSPECTION SYSTEM RECORDS (GSFC 52.246-102) (OCT 1988)
- E.8 QUALITY AND PERFORMANCE ASSURANCE BY THE GOVERNMENT AT SUBCONTRACTOR'S PLANT (GSFC 52.246-103) (OCT 1988)
- E.9 INSPECTION OF RESEARCH AND DEVELOPMENT--COST REIMBURSEMENT (52.246-8) (APR 1984)
- E.10 SUBMISSION OF COMMERCIAL TRANSPORTATION BILLS TO THE GENERAL SERVICES ADMINISTRATION FOR AUDIT (52.247-67) (JUN 1997)
- E.11 MATERIAL INSPECTION AND RECEIVING REPORT (18-52.246-72) (JUN 1995)

INDEX OF CLAUSES FOR ESSP COMM CORP

SECTION F

- F.1 SHIPPING INSTRUCTIONS--NON-CENTRAL RECEIVING (GSFC 52.247-95) (OCT 1988)
- F.2 STOP-WORK ORDER (52.242-15) (AUG 1989)--ALTERNATE I (APR 1984)
- F.3 F.O.B. DESTINATION (52.247-34) (NOV 1991)
- F.4 ADVANCE NOTICE OF SHIPMENT (18-52.247-72) (OCT 1988)
- F.5 NOTICE OF DELAY (18-52.212-70) (DEC 1988)

SECTION G

- G.1 VOUCHERS FOR REIMBURSEMENT OF COSTS AND PAYMENT OF FEE (GSFC 52.232-100) (MAY 1989)
- G.2 FACILITIES TO BE ACQUIRED (GSFC 52.245-97) (FEB 1991)
- G.3 PAYMENT OF FIXED FEE (18-52.216-75) (DEC 1988)
- G.4 DESIGNATION OF NEW TECHNOLOGY REPRESENTATIVE AND PATENT REPRESENTATIVE (18-52.227-72) (JULY 1997)
- G.5 NEW TECHNOLOGY (18-52.227-70) (JULY 1995)
- G.6 TECHNICAL DIRECTION (18-52.242-70) (SEP 1993)
- G.7 NASA CONTRACTOR FINANCIAL MANAGEMENT REPORTING (1852.242-73) (JUL 1997)
- G.8 CONTRACTOR REQUESTS FOR GOVERNMENT-OWNED EQUIPMENT (1852.245-70) (JUL 1997)
- G.9 FINANCIAL REPORTING OF NASA PROPERTY IN THE CUSTODY OF CONTRACTORS (1852.245-73) (SEP 1996)
- G.10 LIST OF GOVERNMENT-FURNISHED PROPERTY (18-52.245-76) (OCT 1988)

SECTION H

- H.1 WORK BREAKDOWN STRUCTURE (GSFC 52.204-92) (OCT 1988)
- H.2 MONTHLY AND QUARTERLY FINANCIAL MANAGEMENT REPORTS (GSFC 52.204-95) (OCT 1988)
- H.3 SUBCONTRACTING PLAN AND REPORTS FOR SMALL, SMALL DISADVANTAGED AND WOMEN-OWNED SMALL BUSINESS CONCERNS (GSFC 52.219-90) (JULY 1996)
- H.4 COORDINATION WITH SPACECRAFT CONTRACTOR (GSFC 52.234-90) (OCT 1988)
- H.5 LAUNCH DELAYS (GSFC 52.243-91) (FEB 1991)
- H.6 SUBCONTRACTS--CONSENT AT TIME OF AWARD (GSFC 52.244-93) (MAY 1991)

INDEX OF CLAUSES FOR ESSP COMM CORP

- H.7 SECTION H CLAUSES INCORPORATED BY REFERENCE
- H.8 KEY PERSONNEL AND FACILITIES (18-52.235-71) (MAR 1989)
- H.9 OPTION FOR PHASE C/D/E

SECTION I

- I.1 LIST OF SECTION I CLAUSES INCORPORATED BY REFERENCE
- I.2 RIGHTS TO PROPOSAL DATA (52.227-23) (TECHNICAL) (JUN 1987)
- I.3 LIMITATION ON WITHHOLDING OF PAYMENTS (52.232-9) (APR 1984)
- I.4 NOTIFICATION OF CHANGES (52.243-7) (APR 1984)
- I.5 SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS (52.244-6) (OCT 1995)
- I.6 CLAUSES INCORPORATED BY REFERENCE (52.252-2) (FEB 1998)
- I.7 COMPUTER GENERATED FORMS (52.253-1) (JAN 1991)
- I.8 USE OF RURAL AREA SMALL BUSINESSES (18-52.219-74) (SEP 1990)
- I.9 SMALL, SMALL DISADVANTAGED, AND WOMEN-OWNED SMALL BUSINESS SUBCONTRACTING REPORTING (1852.219-75) (JUL 1997)
- I.10 NASA 8 PERCENT GOAL (1852.219-76) (JUL 1997)
- I.11 CENTER FOR AEROSPACE INFORMATION (18-52.235-70) (NOV 1992)

SECTION J

- J.1 LIST OF ATTACHMENTS (GSFC 52.211-101) (OCT 1988)

SECTION B OF ESSP COMM CORP

SUPPLIES OR SERVICES AND PRICES/COST

B.1 DELIVERABLE REQUIREMENTS (GSFC 52.211-90) (OCT 1988)

The Contractor shall perform and/or deliver the following:

<u>Item</u>	<u>Description</u>	<u>Quantity</u>
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To be filled in upon contract award.

(End of clause)

B.2 ESTIMATED COST INCREASES (GSFC 52.232-94) (MAY 1991)

(a) The requirements of this clause are in conjunction with the Limitation of Cost clause or the Limitation of Funds clause in Section I of this contract.

(b) The Contractor shall notify the Contracting Officer in writing whenever the Contractor has reason to believe that the total cost for performance of this contract, exclusive of any fee, will be either greater or substantially less than the total estimated cost stated in this contract. Notification shall not be delayed pending preparation of a proposal.

(c) A proposal is required to support a request for an increase in the estimated cost of the contract. The proposal should be submitted as soon as possible after the above notification but, for proposals of less than \$1,000,000, no later than 90 days before the incurred costs are expected to exceed the estimated cost and no later than 155 days for proposals of \$1,000,000 or more. These proposal times are intended to allow adequate time for the Government to evaluate the proposal and establish any increase in estimated cost with the Contractor.

SECTION B OF ESSP COMM CORP
SUPPLIES OR SERVICES AND PRICES/COST

B.2 ESTIMATED COST INCREASES (GSFC 52.232-94) (MAY 1991)
(cont'd.)

(d) The proposal shall provide elements of cost with supporting detail for estimated direct labor hours, direct and indirect rates, materials and subcontracts, and other elements to support the revised estimate to complete the contract. Supporting explanation for the increases and projections, sufficient to allow the Government to understand the reasons for the increased estimated cost, shall be provided. The proposal shall comply with the requirements of FAR 15.804, "Cost or pricing data", and any other cost data and format requirements that may be required by the Contracting Officer.

(End of clause)

B.3 PAYMENT FOR OVERTIME PREMIUMS (52.222-2) (JUL 1990)

(a) The use of overtime is authorized under this contract if the overtime premium cost does not exceed **TBD** or the overtime premium is paid for work--

(1) Necessary to cope with emergencies such as those resulting from accidents, natural disasters, breakdowns of production equipment, or occasional production bottlenecks of a sporadic nature:

(2) By indirect-labor employees such as those performing duties in connection with administration, protection, transportation, maintenance, standby plant protection, operation of utilities, or accounting:

(3) To perform tests, industrial processes, laboratory procedures, loading or unloading of transportation conveyances' and operations in flight or afloat that are continuous in nature and cannot reasonably be interrupted or completed otherwise, or

SECTION B OF ESSP COMM CORP

SUPPLIES OR SERVICES AND PRICES/COST

B.3 PAYMENT FOR OVERTIME PREMIUMS (52.222-2) (JUL 1990)
(cont'd.)

(4) That will result in lower overall costs to the Government.

(b) Any request for estimated overtime premiums that exceeds the amount specified above shall include all estimated overtime for contract completion and shall--

(1) Identify the work unit: e.g., department or section in which the requested overtime will be used, together with present workload, staffing, and other data of the affected unit sufficient to permit the Contracting Officer to evaluate the necessity for the overtime;

(2) Demonstrate the effect that denial of the request will have on the contract delivery or performance schedule;

(3) Identify the extent to which approval of overtime would affect the performance or payments in connection with other Government contracts, together with identification of each affected contract; and

SECTION B OF ESSP COMM CORP
SUPPLIES OR SERVICES AND PRICES/COST

B.3 PAYMENT FOR OVERTIME PREMIUMS (52.222-2) (JUL 1990)
(cont'd.)

(4) Provide reasons why the required work cannot be performed by using multishift operations or by employing additional personnel.

(End of clause)

B.4 ESTIMATED COST AND FIXED FEE (18-52.216-74) (DEC 1991)

The estimated cost of this contract is **TBD**
exclusive of the fixed fee of **TBD** . The total
estimated cost and fixed fee is **TBD** .

(End of clause)

B.5 CONTRACT FUNDING (18-52.232-81) (JUN 1990)

(a) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government to this contract is \$ **TBD** . This allotment is for **TBD** and covers the following estimated period of performance: .

(End of clause)

SECTION C OF ESSP COMM CORP

DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

C.1 SCOPE OF WORK (GSFC 52.211-91) (FEB 1991)

The Contractor shall provide the personnel, materials, and facilities except as otherwise provided in this contract necessary to define the flight and ground segment hardware and software, documentation, and detailed plans and processes necessary to implement the **TBD** Mission and to furnish the items specified in Section B of this contract in accordance with the following:

Phase B: Attachment **TBD**- Statement of Work for Phase B, and Attachment **TBD**- Mission Definition and Requirements Agreement (MDRA).

Phase C/D/E: Attachment **TBD**- Statement of Work for Phase C/D/E, Attachment **TBD**- Mission Definition and Requirements Agreement (MDRA), and Attachment **TBD**- Science and Mission Requirements Documents.

(End of clause)

C.2 REPORTS OF WORK (GSFC 52.227-91) (DEC 1992)

(a) Monthly progress reports. The Contractor shall submit separate monthly progress reports of all work accomplished during each month of contract performance. Reports shall be in narrative form and brief and informal in content. They shall include a quantitative description of overall progress, an indication of any current problems which may impede performance and proposed corrective action, and a discussion of the work to be performed during the next monthly reporting period.

SECTION C OF ESSP COMM CORP

DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

C.2 REPORTS OF WORK (GSFC 52.227-91) (DEC 1992) (cont'd.)

(b) Quarterly progress reports. The Contractor shall submit separate quarterly reports of all work accomplished during each three-month period of contract performance. In addition to factual data, these reports shall include a separate analysis section which interprets the results obtained, recommends further action, and relates occurrences to the ultimate objectives of the contract work. Sufficient diagrams, sketches, curves, photographs, and drawings shall be included to convey the intended meaning.

(c) Final report. The Contractor shall submit a final report which documents and summarizes the results of the entire contract work, including recommendations and conclusions based on the experience and results obtained. The final report shall include tables, graphs, diagrams, curves, sketches, photographs, and drawings in sufficient detail to comprehensively explain the results achieved under the contract.

(d) Report Documentation Page. The Contractor shall include a completed Report Documentation Page (NASA Form 1626) as the final page of each submitted report. The copies provided to the Center for Aerospace Information shall have a completed Standard Form 298, Report Documentation Page, as the last page. Refer to NASA FAR Supplement clause 18-52.235-70, "Center for AeroSpace Information" of this contract.

(e) Submission. The Contractor shall submit the reports required by this clause as follows:

SECTION C OF ESSP COMM CORP

DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

C.2 REPORTS OF WORK (GSFC 52.227-91) (DEC 1992) (cont'd.)

[M=Monthly, Q=Quarterly, F=Final]

Copies	Report Type	Addressee	Mail
1	M,Q,F	Contracting Officer	
1	M,Q,F	Contracting Officer's Technical Representative (COTR)	
1	F	Publications and Graphics Services Section	253.1
2	M,Q,F	Center for AeroSpace Information Attn: Accessioning Department 800 Elkridge Landing Road Linthicum Heights, MD 21090-2934	

(f) Monthly and quarterly reports shall be submitted by the 15th day of the month following the month or quarter being reported. If the contract is awarded beyond the middle of a month, the first monthly report shall cover the period from award until the end of the following month. No monthly report need be submitted for the third month of contract effort for which a quarterly report is required. No quarterly report need be submitted for the final three months of contract effort since that period will be covered in the final report. The final report shall be submitted within 30 days after the completion of the effort under the contract.

(End of clause)

SECTION D OF ESSP COMM CORP

PACKAGING AND MARKING

D.1 PACKAGING AND MARKING (GSFC 52.211-90)(MAY 1997)

(a) The Contractor shall pack and mark all hardware deliverable under this contract in accordance with the provisions of NASA Handbook (NHB) 6000.1, Requirements for Packaging, Handling, and Transportation, and/or MIL-STD-2073-1 and MIL-STD-2073-2, as applicable except as noted below:

NONE

(b) The Contractor shall pack potentially hazardous items in accordance with paragraph 204 of NHB 6000.1.

(c) The Contractor shall develop packaging, handling, and transportation records, if required, from engineering and packaging data. The Contracting Officer's technical representative is the approving official of the records and special packaging data under paragraph 302 of NHB 6000.1.

(d) The Contractor's packaging specifications or procedures may be utilized if they are (i) not in conflict with cited NASA specifications and (ii) approved in writing by the Contracting officer. In any conflict between NASA and the Contractor specifications or procedures, the NASA documents cited in this clause shall take precedence.

(e) The Contractor shall place identical requirements on all subcontracts for hardware items.

(End of clause)

E.1 ACCEPTANCE--SINGLE LOCATION (GSFC 52.246-92) (SEPT 1989)

The Contracting Officer or authorized representative will accomplish acceptance at **TBD**. For the purpose of this clause, the Contracting Officer's Technical Representative named in this contract is the authorized representative. The Contracting Officer reserves the right to unilaterally designate a different Government agent as the authorized representative. The Contractor will be notified by a written notice or by a copy of the delegation of authority if different representative is designated.

SECTION E OF ESSP COMM CORP
INSPECTION AND ACCEPTANCE

(End of clause)

E.2 ACCEPTANCE--MULTIPLE LOCATIONS (GSFC 52.246-93) (MAY 1989)

The Contracting Officer or authorized representative will accomplish acceptance at the following location(s):

Item	Location	Authorized Representative
TBD		

The Contracting Officer reserves the right to designate other Government agents as authorized representatives. The Contractor will be notified by a written notice or by a copy of the delegation letter if other agents are authorized.

If this is a fixed price type contract, acceptance shall be deemed to have occurred constructively--for the sole purpose of computing an interest penalty that might be due the Contractor under the Prompt Payment Act--on the **TBD** day after the Contractor has delivered the supplies or services in accordance

SECTION E OF ESSP COMM CORP

INSPECTION AND ACCEPTANCE

E.2 ACCEPTANCE--MULTIPLE LOCATIONS (GSFC 52.246-93) (MAY 1989) (cont'

with the terms and conditions of the contract. In the event that actual acceptance occurs within the constructive acceptance period, the determination of an interest penalty shall be based on the date of the actual acceptance.

(End of clause)

E.3 MATERIAL INSPECTION AND RECEIVING REPORT NOT REQUIRED (GSFC 52.246-94) (APR 1989)

NASA FAR Supplement clause 18-52.246-72 of this contract requires the furnishing of a Material Inspection and Receiving Report (MIRR) (DD Form 250 series) at the time of each delivery under this contract. However, a MIRR is not required for the following deliverable items:

Item No.	Description
----------	-------------

TBD

(End of clause)

E.4 INDEPENDENT RELIABILITY ASSESSMENT CONTRACTOR (GSFC 52.246-98) (JAN 1995)

The Government plans to contract with an independent reliability assessment contractor for effort related to the efforts under this contract. It is understood and agreed that personnel of any such designated contractor shall have free access to work areas of both the prime Contractor and subcontractors in which the work required by this contract is being performed for the purpose of making assessments of the effort being accomplished.

(End of clause)

SECTION E OF ESSP COMM CORP
INSPECTION AND ACCEPTANCE

E.5 QUALITY (PERFORMANCE ASSURANCE)--CONTRACTING OFFICER'S REPRESENTATIVE

The Contracting Officer's representative for the purposes of monitoring and coordinating the quality and performance assurance requirements of this contract is **TBD** .

(End of clause)

E.6 INSPECTION SYSTEM (SUBCONTRACTS) (GSFC 52.246-100) (OCT 1988)

In performance of this contract, the Contractor shall invoke inspection system requirements on subcontractors and suppliers to ensure the required quality of supplies or services. Monitoring of the Contractor's system for inspecting subcontractors will be accomplished through the combined efforts of NASA/GSFC personnel and the delegated Government agency. The authority and responsibility of the delegated agency will be defined in a letter of contract administration delegation.

(End of clause)

E.7 INSPECTION SYSTEM RECORDS (GSFC 52.246-102) (OCT 1988)

The Contractor shall maintain records evidencing inspections in accordance with the Inspection clause of this contract for **TBD** after delivery of all items and/or completion of all services called for by the contract.

(End of clause)

SECTION E OF ESSP COMM CORP
INSPECTION AND ACCEPTANCE

**E.8 QUALITY AND PERFORMANCE ASSURANCE BY THE GOVERNMENT AT
SUBCONTRACTOR'S PLANT (GSFC 52.246-103) (OCT 1988)**

The Government may perform the following quality and performance assurance functions at:

Subcontractor	Function
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TBD

The Contractor shall provide for timely Government access to the subcontractor's facility. Government performance of quality and performance assurance functions at subcontractor's facilities shall not relieve the Contractor of any of its responsibilities under the contract.

(End of clause)

**E.9 INSPECTION OF RESEARCH AND DEVELOPMENT--COST REIMBURSEMENT
(52.246-8) (APR 1984)**

(a) Definitions. "Contractor's managerial personnel," as used in this clause, means the Contractor's directors, officers, managers, superintendents, or equivalent representatives who have supervision or direction of--

(1) All or substantially all of the Contractor's business,

(2) All or substantially all of the Contractor's operation at any one plant or separate location at which the contract is being performed; or

SECTION E OF ESSP COMM CORP
INSPECTION AND ACCEPTANCE

E.9 INSPECTION OF RESEARCH AND DEVELOPMENT--COST REIMBURSEMENT
(52.246-8) (APR 1984) (cont'd.)

(3) A separate and complete major industrial operation connected with performing this contract.

"Work," as used in this clause, includes data when the contract does not include the Warranty of Data clause.

(b) The Contractor shall provide and maintain an inspection system acceptable to the Government covering the work under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Government during contract performance and for as long afterwards as the contract requires.

(c) The Government has the right to inspect and test all work called for by the contract, to the extent practicable at all places and times, including the period of performance, and in any event before acceptance. The Government may also inspect the plant or plants of the Contractor or its subcontractors engaged in the contract performance. The Government shall perform inspections and tests in a manner that will not unduly delay the work.

(d) If the Government performs any inspection or test on the premises of the Contractor or a subcontractor, the Contractor shall furnish and shall require subcontractors to furnish all reasonable facilities and assistance for the safe and convenient performance of these duties.

(e) Unless otherwise provided in the contract, the Government shall accept work as promptly as practicable after delivery, and work shall be deemed accepted 90 days after delivery, unless accepted earlier.

SECTION E OF ESSP COMM CORP

INSPECTION AND ACCEPTANCE

E.9 INSPECTION OF RESEARCH AND DEVELOPMENT--COST REIMBURSEMENT (52.246-8) (APR 1984) (cont'd.)

(f) At any time during contract performance, but no later than 6 months (or such other time as may be specified in the contract) after acceptance of all of the end items (other than designs, drawings, or reports) to be delivered under the contract, the Government may require the Contractor to replace or correct work not meeting contract requirements. Time devoted to the replacement or correction of such work shall not be included in the computation of the above time period. Except as otherwise provided in paragraph (h) below, the cost of replacement or correction shall be determined as specified in the Allowable Cost and Payment clause, but no additional fee shall be paid. The Contractor shall not tender for acceptance work required to be replaced or corrected without disclosing the former requirement for replacement or correction, and, when required, shall disclose the corrective action taken.

(g) (1) If the Contractor fails to proceed with reasonable promptness to perform required replacement or correction, the Government may--

(i) By contract or otherwise, perform the replacement or correction, charge to the Contractor any increased cost, or make an equitable reduction in any fixed fee paid or payable under the contract;

(ii) Require delivery of any undelivered articles and shall have the right to make an equitable reduction in any fixed fee paid or payable under the contract; or

(iii) Terminate the contract for default.

(2) Failure to agree on the amount of increased cost to be charged the Contractor or to the reduction in fixed fee shall be a dispute.

SECTION E OF ESSP COMM CORP
INSPECTION AND ACCEPTANCE

E.9 INSPECTION OF RESEARCH AND DEVELOPMENT--COST REIMBURSEMENT
(52.246-8) (APR 1984) (cont'd.)

(h) Notwithstanding paragraphs (f) and (g) above, the Government may at any time require the Contractor to remedy by correction or replacement, without cost to the Government, any failure by the Contractor to comply with the requirements of this contract, if the failure is due to (1) fraud, lack of good faith, or willful misconduct on the part of the Contractor's managerial personnel or (2) the conduct of one or more of the Contractor's employees selected or retained by the Contractor after any of the Contractor's managerial personnel has reasonable grounds to believe that the employee is habitually careless or unqualified.

(i) This clause shall apply in the same manner to a corrected or replacement end item or components as to work originally delivered.

(j) The Contractor has no obligation or liability under the contract to correct or replace articles not meeting contract requirements at time of delivery, except as provided in this clause or as may otherwise be specified in the contract.

(k) Unless otherwise provided in the contract, the Contractor's obligations to correct or replace Government- furnished property shall be governed by the clause pertaining to Government property.

(End of clause)

SECTION E OF ESSP COMM CORP

INSPECTION AND ACCEPTANCE

E.10 SUBMISSION OF COMMERCIAL TRANSPORTATION BILLS TO THE GENERAL SERVICES ADMINISTRATION FOR AUDIT (52.247-67) (JUN 1997)

(a)(1) In accordance with paragraph (a)(2) of this clause, the Contractor shall submit to the General Services Administration (GSA) for audit, legible copies of all paid freight bills/invoices, commercial bills of lading (CBL's), passenger coupons, and other supporting documents for transportation services on which the United States will assume freight charges that were paid (i) by the Contractor under a cost-reimbursement contract, and (ii) by a first-tier subcontractor under a cost-reimbursement subcontract thereunder.

(2) Cost-reimbursement Contractors shall only submit for audit those CBL's with freight shipment charges exceeding \$50.00. Bills under \$50.00 shall be retained on-site by the Contractor and made available for GSA on-site audits. This exception only applies to freight shipment bills and is not intended to apply to bills and invoices for any other transportation services.

(b) The Contractor shall forward copies of paid freight bills/invoices, CBL's, passenger coupons, and supporting documents as soon as possible following the end of the month, in one package to the General Services Administration, ATTN: FWA, 1800 F Street, NW, Washington, DC 20405. The Contractor shall include the paid freight bills/invoices, CBL's, passenger coupons, and supporting documents for first-tier subcontractors under a cost-reimbursement contract. If the inclusion of the paid freight bills/invoices, CBL's, passenger coupons, and supporting documents for any subcontractor in the shipment is not practicable, the documents may be forwarded to GSA in a separate package.

(c) Any original transportation bills or other documents requested by GSA shall be forwarded promptly by the Contractor to GSA. The Contractor shall ensure that the name of the contracting agency is stamped or written on the face of the bill before sending it to GSA.

SECTION E OF ESSP COMM CORP
INSPECTION AND ACCEPTANCE

E.10 SUBMISSION OF COMMERCIAL TRANSPORTATION BILLS TO THE GENERAL SERVICE
(cont'd.)

(d) A statement prepared in duplicate by the Contractor shall accompany each shipment of transportation documents. GSA will acknowledge receipt of the shipment by signing and returning the copy of the statement. The statement shall show--

- (1) The name and address of the Contractor;
 - (2) The contract number including any alpha-numeric prefix identifying the contracting office;
 - (3) The name and address of the contracting office;
 - (4) The total number of bills submitted with the statement;
- and
- (5) A listing of the respective amounts paid or, in lieu of such listing, an adding machine tape of the amounts paid showing the Contractor's voucher or check numbers.

(End of clause)

E.11 MATERIAL INSPECTION AND RECEIVING REPORT (18-52.246-72) (JUN 1995)

(a) At the time of each delivery to the Government under this contract, the Contractor shall furnish a Material Inspection and Receiving Report (DD Form 250 series) prepared in an original copy and sufficient other copies to accomplish the following distribution:

- (1) Via mail and marked "Advance Copy", one copy each to the Contracting Officer, the Contracting Officer's Technical Representative (if designated in the contract), and to the cognizant Administrative Contracting Officer, if any.

SECTION E OF ESSP COMM CORP
INSPECTION AND ACCEPTANCE

E.11 MATERIAL INSPECTION AND RECEIVING REPORT (18-52.246-72) (JUN 1995)

(2) Via mail, the original and 1 copy (unfolded) to the shipment address (delivery point) specified in Section F of this contract. Mark the exterior of the envelope "CONTAINS DD FORM 250". This must arrive prior to the shipment.

(3) With shipment in waterproof envelope (one copy) for the consignee.

(4) If the shipment address is not directly to the Goddard Space Flight Center (Greenbelt) or Goddard Space Flight Center (Wallops) central receiving areas, then one copy of the DD Form 250 must be provided (via mail) to one on the following addresses depending upon whether this contract is with GSFC Greenbelt or GSFC Wallops:

Receiving and Inspection (Code 239), Goddard Space
Flight Center, Greenbelt, MD 20771.

Receiving and Inspection (Bldg. F16), Wallops Flight
Facility, Wallops Island VA 23337.

(b) The Contractor shall prepare the DD Form 250 in accordance with NASA FAR Supplement 18-46.672-1. The Contractor shall enclose the copies of the DD Form 250 in the package or seal them in a waterproof envelope which shall be securely attached to the exterior of the package in the most protected location.

SECTION E OF ESSP COMM CORP
INSPECTION AND ACCEPTANCE

E.11 MATERIAL INSPECTION AND RECEIVING REPORT (18-52.246-72) (JUN 1995) (cont'd.)

(c) When more than one package is involved in a shipment, the Contractor shall list on the DD Form 250, as additional information, the quantity of packages and the package numbers. The Contractor shall forward the DD Form 250 with the lowest numbered package of the shipment and print the words "CONTAINS DD FORM 250" on the package.

(End of clause)

SECTION F OF ESSP COMM CORP
DELIVERIES OR PERFORMANCE

F.1 SHIPPING INSTRUCTIONS--NON-CENTRAL RECEIVING (GSFC 52.247-95)
(OCT 1988)

Shipment of the items required under this contract shall be to:

Item	Address	Marked For
------	---------	------------

TBD

Compliance with this clause is necessary to assure verification of delivery and acceptance and prompt payment.

If any of the above shipping addresses are to the Goddard Space Flight Center at Greenbelt, MD., delivery personnel must first stop at Receiving (Building 16W) to provide a copy of the receiving report (DD 250) to Receiving personnel before making delivery to the on-site location(s) specified above. If this is a fixed price type contract, failure to provide the DD 250 to Receiving (Building 16W) may result in reduction or non-payment by the Government of any interest penalty under the Prompt Payment Act.

(End of clause)

F.2 STOP-WORK ORDER (52.242-15) (AUG 1989)--ALTERNATE I (APR 1984)

(a) The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered

SECTION F OF ESSP COMM CORP

DELIVERIES OR PERFORMANCE

F.2 STOP-WORK ORDER (52.242-15) (AUG 1989)--ALTERNATE I (APR 1984) (cont'd.)

by the order during the period of work stoppage. Within a period of 90 days after a stop-work order is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either--

- (1) Cancel the stop-work order; or
- (2) Terminate the work covered by the order as provided in the Termination clause of this contract.

(b) If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule, the estimated cost, the fee, or a combination thereof, and in any other terms of the contract that may be affected.

(1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and

(2) The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided, that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the claim submitted at any time before final payment under this contract.

(c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

SECTION F OF ESSP COMM CORP

DELIVERIES OR PERFORMANCE

F.2 STOP-WORK ORDER (52.242-15) (AUG 1989)--ALTERNATE I (APR 1984) (cont'd.)

(d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

(End of clause)

F.3 F.O.B. DESTINATION (52.247-34) (NOV 1991).3 F.O.B. DESTINATION (52.247-34) (NOV 1991)

(a) The term "f.o.b. destination," as used in this clause, means--

(1) Free of expense to the Government, on board the carrier's conveyance, at a specified delivery point where the consignee's facility (plant, warehouse, store, lot, or other location to which shipment can be made) is located, and

(2) Supplies shall be delivered to the destination consignee's wharf (if destination is a port city and supplies are for export), warehouse unloading platform, or receiving dock, at the expense of the Contractor. The Government shall not be liable for any delivery, storage, demurrage, accessorial, or other charges involved before the actual delivery (or "constructive placement" as defined in carrier tariffs) of the supplies to the destination, unless such charges are caused by an act or order of the Government acting in its contractual capacity. If rail carrier is used, supplies shall be delivered to the specified unloading platform of the consignee. If motor carrier (including "piggyback") is used, supplies shall be delivered to truck tailgate at the unloading platform of the consignee, except when the supplies delivered meet the requirements of Item 568 of the National Motor Freight Classification for "heavy or bulky freight". When supplies

SECTION F OF ESSP COMM CORP
DELIVERIES OR PERFORMANCE

F.3 F.O.B. DESTINATION (52.247-34) (NOV 1991).3 F.O.B.
DESTINATION (52.247-34) (NOV 1991) (cont'd.)

meeting the requirements of the referenced Item 568 are delivered, unloading (including movement to the tailgate) shall be performed by the consignee, with assistance from the truck driver, if requested. If the Contractor uses rail carrier or freight forwarder for less than carload shipments, the Contractor shall ensure that the carrier will furnish tailgate delivery, when required, if transfer to truck is required to complete delivery to consignee.

(b) The Contractor shall--

(1) (i) Pack and mark the shipment to comply with contract specifications; or

(ii) In the absence of specifications, prepare the shipment in conformance with carrier requirements;

(2) Prepare and distribute commercial bills of lading;

(3) Deliver the shipment in good order and condition to the point of delivery specified in the contract;

(4) Be responsible for any loss of and/or damage to the goods occurring before receipt of the shipment by the consignee at the delivery point specified in the contract;

(5) Furnish a delivery schedule and designate the mode of delivering carrier; and

SECTION F OF ESSP COMM CORP

DELIVERIES OR PERFORMANCE

F.3 F.O.B. DESTINATION (52.247-34) (NOV 1991).3 F.O.B.
DESTINATION (52.247-34) (NOV 1991) (cont'd.)

(6) Pay and bear all charges to the specified point of delivery.

(End of clause)

F.4 ADVANCE NOTICE OF SHIPMENT (18-52.247-72) (OCT 1988)

TBD work days prior to shipping item(s) **TBD**, the Contractor shall furnish the anticipated shipment date, bill of lading number (if applicable), and carrier identity to **TBD** and to the Contracting Officer.

(End of clause)

F.5 NOTICE OF DELAY (18-52.212-70)(DEC 1988)

If, because of technical difficulties, the Contractor becomes unable to complete the contract work at the time specified, notwithstanding the exercise of good faith and diligent efforts in performing the work called for under this contract, the Contractor shall give the Contracting Officer written notice of the anticipated delay and the reasons for it. The notice and reasons shall be delivered promptly after the condition creating the anticipated delay becomes known to the Contractor but in no event less than forty-five (45) days before the completion date specified in this contract, unless otherwise permitted by the Contracting Officer. When notice is given, the Contracting Officer may extend the time specified in the Schedule for such period as is deemed advisable.

(End of clause)

G.1 VOUCHERS FOR REIMBURSEMENT OF COSTS AND PAYMENT OF FEE (GSFC 52.232-100) (MAY 1989)

Vouchers for the payment of costs and fee(s) shall be submitted separately, but shall include the total cumulative cost and fee(s) previously claimed and paid. Cost vouchers must be submitted to the cognizant audit agency representative and fee vouchers must be submitted to the Contracting Officer.

The Contractor shall submit cost vouchers and any required supporting statements or certificates, identified with the

SECTION G OF ESSP COMM CORP
CONTRACT ADMINISTRATION DATA

contract number, by use of SF 1034 and SF 1035 or equivalent Contractor's attachment. The cognizant audit agency is the "Designated Billing Office" for cost vouchers for Prompt Payment clause purposes.

Copies of the SF 1034A shall be marked, by insertion in the memorandum block, the title and address of the following:

NASA/GSFC Accounts Payable Section, Code 151.3A	(Copy 1)
NASA/GSFC Contracting Officer, Code 214.3	(Copy 2)
Contractor	(Copy 3)
Contract Administration Office	(Copy 4)

Payments of vouchers for cost and for fee shall be subject to the withholding provisions of the contract.

For the purposes of the Prompt Payment clause of this contract as it relates only to the final cost voucher, acceptance occurs on the date the final voucher is signed by the Closing Contracting Officer. This is considered the date of final settlement.

Each voucher for reimbursement of costs shall detail the total vouchered charges by showing current and cumulative costs in the following manner:

SECTION G OF ESSP COMM CORP
CONTRACT ADMINISTRATION DATA

G.1 VOUCHERS FOR REIMBURSEMENT OF COSTS AND PAYMENT OF FEE (GSFC 52.232

Element of Cost Billing Period Cumulative

Direct Labor--Engineering
Direct Labor--Manufacturing
Direct Labor--(Other)

Total Direct Labor

Overhead--Engineering
Overhead--Manufacturing
Overhead--Other

Total Overhead

Material
Subcontract(s)
Travel
Other Direct Charges
Independent Research and
Development
General and Administrative
Facilities Capital Cost of Money

Total \$ _____
 \$ _____

In the event that no charges exist for any one of the line items, such shall be so indicated by entering \$0 (zero dollars). Each voucher shall breakout under the appropriate Element of Cost, costs where there are more than one subcontract with cumulative costs of \$100,000 or more; any items of special test equipment in excess of \$10,000; any facility items; any subcontracts classified in the contract as "critical"; and/or any Other

SECTION G OF ESSP COMM CORP
CONTRACT ADMINISTRATION DATA

G.1 VOUCHERS FOR REIMBURSEMENT OF COSTS AND PAYMENT OF FEE (GSFC 52.232)

Direct Charges, with adequate descriptions of those itemized costs by title of the equipment or facility item, subcontractor name and number, etc. as appropriate. Inability to reconcile the entries with recorded Contracting Officer approvals, particularly in the areas of facilities and special test equipment, may result in the voucher being returned for correction and resubmission.

If this is a Cost Plus Award Fee contract, award fee will be paid without the submittal of a voucher. However, vouchers must be submitted for payment of any base fee. Award fee will be paid on the basis of a unilateral contract modification stating the award fee earned and issued subsequent to the Fee Determination Official's letter to the Contractor.

Fixed fee or base fee shall be paid in installments based on the percentage of completion of work, as determined by the Contracting Officer, subject to any withholding provisions of the contract.

If this is a cost-plus-incentive-fee contract, payment of fee shall also be in installments based on the percentage of completion of work, as determined by the Contracting Officer, with the percentage of completion applied to the target fee, unless payment is adjusted downward or upward by the Contracting Officer in accordance with paragraph (c) of the Incentive Fee clause (FAR 52.216-10) of this contract.

Vouchers for fee shall state the period for which fee is claimed and shall indicate the percentage of completion of work required by the contract which has been completed, together with the basis used for computing the fee installment claimed. If this is a cost-plus- incentive fee contract, the amount of fee claimed on the final voucher shall be segregated into amounts claimed for target fee and for incentive fee.

SECTION G OF ESSP COMM CORP
CONTRACT ADMINISTRATION DATA

G.1 VOUCHERS FOR REIMBURSEMENT OF COSTS AND PAYMENT OF FEE (GSFC 52.232-100) (MAY 1989) (cont'd.)

Fee vouchers should be submitted to the Contracting Officer, Code (2) . This is the "Designated Billing Office" for fee vouchers.

(End of clause)

G.2 FACILITIES TO BE ACQUIRED (GSFC 52.245-97) (FEB 1991)

In accordance with FAR clause 52.244-2, "Subcontracts Under Cost-Reimbursement and Letter Contracts--Alternate I" of this contract, the Contractor shall obtain the approval of the Contracting Officer prior to the acquisition of any "facilities" as defined in the Federal Acquisition Regulation (FAR) 45.301. The policy on providing facilities to contractors is contained in FAR 45.302-1 and NASA FAR Supplement 18-45.302-1.

(End of clause)

G.3 PAYMENT OF FIXED FEE (18-52.216-75) (DEC 1988)

The fixed fee shall be paid in monthly installments based upon the percentage of completion of work as determined by the Contracting Officer.

(End of clause)

SECTION G OF ESSP COMM CORP
CONTRACT ADMINISTRATION DATA

G.4 DESIGNATION OF NEW TECHNOLOGY REPRESENTATIVE AND PATENT REPRESENTATIVE (18-52.227-72) (JULY 1997)

(a) For purposes of administration of the clause of this contract entitled "New Technology" or "Patent Rights -- Retention by the Contractor (Short Form)", whichever is included, the following named representatives are hereby designated by the Contracting Officer to administer such clause:

Title	Office Code	Address (including zip code
New Technology Representative	750.1	Goddard Space Flight Greenbelt, MD 20771
Patent Representative	750.2	Goddard Space Flight Greenbelt, MD 20771

(b) Reports of reportable items, and disclosure of subject inventions, interim reports, final reports, utilization reports, and other reports required by the clause, as well as any correspondence with respect to such matters, should be directed to the New Technology Representative unless transmitted in response to correspondence or request from the Patent Representative. Inquiries or requests regarding disposition of rights, election of rights, or related matters should be directed to the Patent Representative. This clause shall be included in any subcontract hereunder requiring a "New Technology" clause or "Patent Rights --Retention by the Contractor (Short Form)" clause, unless otherwise authorized or directed by the Contracting Officer. The respective responsibilities and authorities of the above-named representatives are set forth in 1827.375-370 of the NASA FAR Supplement.

SECTION G OF ESSP COMM CORP
CONTRACT ADMINISTRATION DATA

G.4 DESIGNATION OF NEW TECHNOLOGY REPRESENTATIVE AND PATENT REPRESENTATIVE (18-52.227-72) (JULY 1997) (cont'd.)

(b) Reports of reportable items, and disclosure of subject inventions, interim reports, final reports, utilization reports, and other reports required by the clause, as well as any correspondence with respect to such matters, should be directed to the New Technology Representative unless transmitted in

(End of clause)

G.5 NEW TECHNOLOGY (18-52.227-70) (JULY 1995)

(a) Definitions.

"Administrator," as used in this clause, means the Administrator of the National Aeronautics and Space Administration (NASA) or duly authorized representative.

"Contract," as used in this clause, means any actual or proposed contract, agreement, understanding, or other arrangement, and includes any assignment, substitution of parties, or subcontract executed or entered into thereunder.

"Made," as used in this clause, means conception or first actual reduction to practice; provided, that in the case of a variety of plant, the date of determination (as defined in Section 41(d) of the Plant Variety Protection Act, 7 U.S.C. 2401(d) must also occur during the period of contract performance.

"Nonprofit organization," as used in this clause, means a domestic university or other institution of higher education or an organization of the type described in section 501(c)(3) of the Internal Revenue Code of 1954 (26 U.S.C. 501(c)) and exempt from

SECTION G OF ESSP COMM CORP
CONTRACT ADMINISTRATION DATA

G.5 NEW TECHNOLOGY (18-52.227-70) (JULY 1995) (cont'd.)

taxation under section 501(a) of the Internal Revenue Code (26 U.S.C. 501(a)), or any domestic nonprofit scientific or educational organization qualified under a State nonprofit organization statute.

"Practical application," as used in this clause, means to manufacture, in the case of a composition or product; to practice, in the case of a process or method; or to operate, in case of a machine or system; and, in each case, under such conditions as to establish that the invention is being utilized and that its benefits are, to the extent permitted by law or Government regulations, available to the public on reasonable terms.

"Reportable item," as used in this clause, means any invention, discovery, improvement, or innovation of the Contractor, whether or not the same is or may be patentable or otherwise protectible under Title 35 of the United States Code, conceived or first actually reduced to practice in the performance of any work under this contract or in the performance of any work that is reimbursement under any clause in this contract providing for reimbursement of costs incurred prior to the effective date of this contract.

"Small business firm," as used in this clause means a domestic small business concern as defined at 15 U.S.C. 632 and implementing regulations of the Administrator of the Small Business Administration. (For the purpose of this definition, the size standard contained in 13 CFR 121.3-8 for small business contractors and in 13 CFR 121.3-12 for small business subcontractors will be used.)

SECTION G OF ESSP COMM CORP
CONTRACT ADMINISTRATION DATA

G.5 NEW TECHNOLOGY (18-52.227-70) (JULY 1995) (cont'd.)

"Subject invention," as used in this clause, means any reportable item which is or may be patentable or otherwise protectible under Title 35 of the United States Code, or any novel variety of plant that is or maybe protectible under the Plant Variety Protection Act (7 U.S.C. 2321, et seq.).

(b) Allocation of principal rights.

(1) Presumption of title.

(i) Any reportable item that the Administrator considers to be a subject invention shall be presumed to have been made in the manner specified in paragraph (1) or (2) of Section 305(a) of the National Aeronautics and Space Act of 1958 (42 U.S.C. 2457(a)) (hereinafter called "the Act"), and the above presumption shall be Contractor submits to the Contracting Officer a written statement, containing supporting details, demonstrating that the reportable item was not made in the manner specified in paragraph (1) or (2) of Section 305(a) of the Act.

(ii) Regardless of whether title to a given subject invention would otherwise be subject to an advance waiver or is the subject of a petition for waiver, the Contractor may nevertheless file the statement described in paragraph (b)(1)(i) of this clause. The Administrator will review the information furnished by the Contractor in any such statement and any other available information relating to the circumstances surrounding the making of the subject invention and will notify the Contractor whether the Administrator has determined that the subject invention was made in the manner specified in paragraph (1) or (2) of Section 305(a) of the Act.

(2) Property rights in subject inventions. Each subject invention for which the presumption of paragraph (b)(1)(i) above is conclusive, or for which there has been a determination that it was made in the manner specified in paragraph (1) or (2) of

SECTION G OF ESSP COMM CORP
CONTRACT ADMINISTRATION DATA

G.5 NEW TECHNOLOGY (18-52.227-70) (JULY 1995) (cont'd.)

Section 305(a) of the Act, shall be the exclusive property of the United States as represented by NASA unless the Administrator waives all or any part of the rights of the United States, as provided in paragraph (b)(3) of this clause.

(3) Waiver of rights.

(i) Section 305(f) of the Act provides for the promulgation of regulations by which the Administrator may waive the rights of the United States with respect to any invention or class of inventions made or that may be made under conditions specified in paragraph (1) or (2) of Section 305(a) of the Act. The promulgated NASA Patent Waiver Regulations, 14 CFR Section 1245, Subpart 1, have adopted the Presidential Memorandum on Government Patent Policy of February 18, 1983, as a guide in acting on petitions (requests) for such waiver of rights.

(ii) As provided in 14 CFR 1245, Subpart 1, Contractors may petition, either prior to execution of the contract or within 30 days after execution of the contract, for advance waiver of rights to any or all of the inventions that may be made under a contract. If such a petition is not submitted, or if after submission it is denied, the Contractor (or an employee inventor of the Contractor) may petition for waiver of rights to an identified subject invention within 8 months of first disclosure of invention pursuant to paragraph (e)(2) of this clause, or within such longer period as may be authorized in accordance with 14 CFR 1245.105.

(c) Minimum rights reserved by the Government.

(1) With respect to each subject invention for which a waiver of rights is applicable pursuant to 14 CFR Section 1245, Subpart 1, the Government reserves--

SECTION G OF ESSP COMM CORP
CONTRACT ADMINISTRATION DATA

G.5 NEW TECHNOLOGY (18-52.227-70) (JULY 1995) (cont'd.)

(i) An irrevocable, nonexclusive, nontransferable, royalty-free license for the practice of such invention throughout the world by or on behalf of the United States or any foreign government pursuant to any treaty or agreement with the United States; and

(ii) Such other rights as set forth in 14 CFR 1245.107.

(2) Nothing contained in this paragraph (c) shall be considered to grant to the Government any rights with respect to any invention other than a subject invention.

(d) Minimum rights to the Contractor.

(1) The Contractor is hereby granted a revocable, nonexclusive, royalty-free license in each patent application filed in any country on a subject invention and any resulting patent in which the Government acquires title, unless the Contractor fails to disclose the subject invention within the times specified in paragraph (e)(2) of this clause. The Contractor's license extends to its domestic subsidiaries and affiliates, if any, within the corporate structure of which the Contractor is a party and includes the right to grant sublicenses of the same scope to the extent the Contractor was legally obligated to do so at the time the contract was awarded. The license is transferable only with the approval of the Administrator except when transferred to the successor of that part of the Contractor's business to which the invention pertains.

(2) The Contractor's domestic license may be revoked or modified by the Administrator to the extent necessary to achieve expeditious practical application of the subject invention pursuant to an application for an exclusive license submitted in

SECTION G OF ESSP COMM CORP
CONTRACT ADMINISTRATION DATA

G.5 NEW TECHNOLOGY (18-52.227-70) (JULY 1995) (cont'd.)

accordance with 37 CFR Part 404, Licensing of Government Owned Inventions. This license will not be revoked in that field of use or the geographical areas in which the Contractor has achieved practical application and continues to make the benefits of the invention reasonably accessible to the public. The license in any foreign country may be revoked or modified at the discretion of the Administrator to the extent the Contractor, its licensees, or its domestic subsidiaries or affiliates have failed to achieve practical application in that foreign country.

(3) Before revocation or modification of the license, the Contractor will be provided a written notice of the Administrator's intention to revoke or modify the license, and the Contractor will be allowed 30 days (or such other time as may be authorized by the Administrator for good cause shown by the Contractor) after the notice to show cause why the license should not be revoked or modified. The Contractor has the right to appeal to the Administrator any decision concerning the revocation or modification of its license.

(e) Invention identification, disclosures, and reports.

(1) The Contractor shall establish and maintain active and effective procedures to assure that reportable items are promptly identified and disclosed to Contractor personnel responsible for the administration of this New Technology clause within 6 months of conception and/or first actual reduction to practice, whichever occurs first in the performance of work under this contract. These procedures shall include the maintenance of laboratory notebooks or equivalent records and other records as are reasonably necessary to document the conception and/or the first actual reduction to practice of the reportable items, and records that show that the procedures for identifying and disclosing reportable items are followed. Upon request, the

SECTION G OF ESSP COMM CORP
CONTRACT ADMINISTRATION DATA

G.5 NEW TECHNOLOGY (18-52.227-70) (JULY 1995) (cont'd.)

Contractor shall furnish the Contracting Officer a description of such procedures for evaluation and for determination as to their effectiveness.

(2) The Contractor will disclose each reportable item to the Contracting Officer within two months after the inventor discloses it in writing to Contractor personnel responsible for the administration of this New Technology clause or, if earlier, within 6 months after the Contractor becomes aware that a reportable item has been made, but in any event for subject inventions before any on sale, public use, or publication of such invention known to the Contractor. The disclosure to the agency shall be in the form of a written report and shall identify the contract under which the reportable item was made and the inventor(s) or innovator(s). It shall be sufficiently complete in technical detail to convey a clear understanding, to the extent known at the time of the disclosure, of the nature, purpose, operation, and physical, chemical, biological, or electrical characteristics of the reportable item. The disclosure shall also identify any publication, on sale, or public use of any subject invention and whether a manuscript describing such invention has been submitted for publication and, if so, whether it has been accepted for publication at the time of disclosure. In addition, after disclosure to the agency, the Contractor will promptly notify the agency of the acceptance of any manuscript describing a subject invention for publication or of any on sale or public use planned by the Contractor for such invention.

(3) The Contractor shall furnish the Contracting Officer the following:

SECTION G OF ESSP COMM CORP
CONTRACT ADMINISTRATION DATA

G.5 NEW TECHNOLOGY (18-52.227-70) (JULY 1995) (cont'd.)

(i) Interim reports every 12 months (or such longer period as may be specified by the Contracting Officer) from the date of the contract, listing reportable items during that period, and certifying that all reportable items have been disclosed (or that there are no such inventions) and that the procedures required by paragraph (e)(1) of this clause have been followed.

(ii) A final report, within 3 months after completion of the contracted work, listing all reportable items or certifying that there were no such reportable items, and listing all subcontracts at any tier containing a patent rights clause or certifying that there were no such subcontracts.

(4) The Contractor agrees, upon written request of the Contracting Officer, to furnish additional technical and other information available to the Contractor as is necessary for the preparation of a patent application on a subject invention and for the prosecution of the patent application, and to execute all papers necessary to file patent applications on subject inventions and to establish the Government's rights in the subject inventions.

(5) The Contractor agrees, subject to paragraph 27.302(i), of the Federal Acquisition Regulation (FAR), that the Government may duplicate and disclose subject invention disclosures and all other reports and papers furnished or required to be furnished pursuant to this clause.

(f) Examination of records relating to inventions.

(1) The Contracting Officer or any authorized representative shall, until 3 years after final payment under this contract, have the right to examine any books (including laboratory notebooks), records, and documents of the Contractor relating to

SECTION G OF ESSP COMM CORP
CONTRACT ADMINISTRATION DATA

G.5 NEW TECHNOLOGY (18-52.227-70) (JULY 1995) (cont'd.)

the conception or first actual reduction to practice of inventions in the same field of technology as the work under this contract to determine whether--

(i) Any such inventions are subject inventions;

(ii) The Contractor has established and maintained the procedures required by paragraph (e)(1) of this clause; and

(iii) The Contractor and its inventors have complied with the procedures.

(2) If the Contracting Officer learns of an unreported Contract invention that the Contracting Officer believes may be a subject invention, the Contractor may be required to disclose the invention to the agency for a determination of ownership rights.

(3) Any examination of records under this paragraph will be subject to appropriate conditions to protect the confidentiality of the information involved.

(g) Withholding of payment (this paragraph does not apply to subcontracts).

(1) Any time before final payment under this contract, the Contracting Officer may, in the Government's interest, withhold payment until a reserve not exceeding \$50,000 or 5 percent of the amount of this contract whichever is less, shall have been set aside if, in the Contracting Officer's opinion, the Contractor fails to--

(i) Establish, maintain, and follow effective procedures for identifying and disclosing reportable items pursuant to paragraph (e)(1) of this clause;

SECTION G OF ESSP COMM CORP
CONTRACT ADMINISTRATION DATA

G.5 NEW TECHNOLOGY (18-52.227-70) (JULY 1995) (cont'd.)

(ii) Disclose any reportable items pursuant to paragraph (e)(2) of this clause;

(iii) Deliver acceptable interim reports pursuant to paragraph (e)(3)(i) of this clause; or

(iv) Provide the information regarding subcontracts pursuant to paragraph (h)(4) of this clause.

(2) Such reserve or balance shall be withheld until the Contracting Officer has determined that the Contractor has rectified whatever deficiencies exist and has delivered all reports, disclosures, and other information required by this clause.

(3) Final payment under this contract shall not be made before the Contractor delivers to the Contracting Officer all disclosures of reportable items required by paragraph (e)(2) of this clause, and an acceptable final report pursuant to paragraph (e)(3)(ii) of this clause.

(4) The Contracting Officer may decrease or increase the sums withheld up to the maximum authorized above. No amount shall be withheld under this paragraph while the amount specified by this paragraph is being withheld under other provisions of the contract. The withholding of any amount or the subsequent payment thereof shall not be construed as a waiver of any Government rights.

(h) Subcontracts.

(1) Unless otherwise authorized or directed by the Contracting Officer, the Contractor shall--

SECTION G OF ESSP COMM CORP
CONTRACT ADMINISTRATION DATA

G.5 NEW TECHNOLOGY (18-52.227-70) (JULY 1995) (cont'd.)

(i) Include this clause (suitably modified to identify the parties) in any subcontract hereunder (regardless of tier) with other than a small business firm or nonprofit organization for the performance of experimental, developmental, or research work; and

(ii) Include the clause at FAR 52.227-11 (suitably modified to identify the parties) in any subcontract hereunder (regardless of tier) with a small business firm or nonprofit organization for the performance of experimental, developmental, or research work.

(2) In the event of a refusal by a prospective subcontractor to accept such a clause the Contractor--

(i) Shall promptly submit a written notice to the Contracting Officer setting forth the subcontractor's reasons for such refusal and other pertinent information that may expedite disposition of the matter; and

(ii) Shall not proceed with such subcontract without the written authorization of the Contracting Officer.

(3) In the case of subcontracts at any tier, the agency, subcontractor, and Contractor agree that the mutual obligations of the parties created by this clause constitute a contract between the subcontractor and NASA with respect to those matters covered by this clause.

(4) The Contractor shall promptly notify the Contracting Officer in writing upon the award of any subcontract at any tier containing a patent rights clause by identifying the subcontractor, the applicable patent rights clause, the work to be performed under the subcontract, and the dates of award and estimated completion. Upon request of the Contracting Officer,

SECTION G OF ESSP COMM CORP
CONTRACT ADMINISTRATION DATA

G.5 NEW TECHNOLOGY (18-52.227-70) (JULY 1995) (cont'd.)

the Contractor shall furnish a copy of such subcontract, and, no more frequently than annually, a listing of the subcontracts that have been awarded.

(5) The subcontractor will retain all rights provided for the Contractor in the clause of subparagraph (1)(i) or (ii) of this clause, whichever is included in the subcontract, and the Contractor will not, as part of the consideration for awarding the subcontract, obtain rights in the subcontractor's subject inventions.

(i) Preference for United States industry. Unless provided otherwise, no Contractor that receives title to any subject invention and no assignee of any such Contractor shall grant to any person the exclusive right to use or sell any subject invention in the United States unless such person agrees that any products embodying the subject invention will be manufactured substantially in the United States. However, in individual cases, the requirement may be waived by the Administrator upon a showing by the Contractor or assignee that reasonable but unsuccessful efforts have been made to grant licenses on similar terms to potential licensees that would be likely to manufacture substantially in the United States or that under the circumstances domestic manufacture is not commercially feasible.

(End of clause)

G.6 TECHNICAL DIRECTION (18-52.242-70) (SEP 1993)

(a) Performance of the work under this contract is subject to the written technical direction of the Contracting Officer Technical Representative (COTR), who shall be specifically

SECTION G OF ESSP COMM CORP
CONTRACT ADMINISTRATION DATA

G.6 TECHNICAL DIRECTION (18-52.242-70) (SEP 1993) (cont'd.)

appointed by the Contracting Officer in writing in accordance with NASA FAR Supplement 18-42.270. "Technical direction" means a directive to the Contractor that approves approaches, solutions, designs, or refinements; fills in details or otherwise completes the general description of work or documentation items; shifts emphasis among work areas or tasks; or furnishes similar instruction to the Contractor. Technical direction includes requiring studies and pursuit of certain lines of inquiry regarding matters within the general tasks and requirements in Section C of this contract.

(b) The COTR does not have the authority to, and shall not, issue any instruction purporting to be technical direction that --

(1) Constitutes an assignment of additional work outside the statement of work;

(2) Constitutes a change as defined in the changes clause;

(3) Constitutes a basis for any increase or decrease in the total estimated contract cost, the fixed fee (if any), or the time required for contract performance;

(4) Changes any of the expressed terms, conditions, or specifications of the contract; or

(5) Interferes with the contractor's rights to perform the terms and conditions of the contract.

(c) All technical direction shall be issued in writing by the COTR.

SECTION G OF ESSP COMM CORP
CONTRACT ADMINISTRATION DATA

G.6 TECHNICAL DIRECTION (18-52.242-70) (SEP 1993) (cont'd.)

(d) The Contractor shall proceed promptly with the performance of technical direction duly issued by the COTR in the manner prescribed by this clause and within the COTR's authority. If, in the Contractor's opinion, any instruction or direction by the COTR falls within any of the categories defined in paragraph (b) above, the Contractor shall not proceed but shall notify the Contracting Officer in writing within 5 working days after receiving it and shall request the Contracting Officer to take action as described in this clause. Upon receiving this notification, the Contracting Officer shall either issue an appropriate contract modification within a reasonable time or advise the Contractor in writing within 30 days that the instruction or direction is --

(1) Rescinded in its entirety; or

(2) Within the requirements of the contract and does not constitute a change under the changes clause of the contract, and that the Contractor should proceed promptly with its performance.

(e) A failure of the Contractor and the Contracting Officer to agree that the instruction or direction is both within the requirements of the contract and does not constitute a change under the changes clause, or a failure to agree upon the contract action to be taken with respect to the instruction or direction, shall be subject to the Disputes clause of this contract.

SECTION G OF ESSP COMM CORP
CONTRACT ADMINISTRATION DATA

G.6 TECHNICAL DIRECTION (18-52.242-70) (SEP 1993) (cont'd.)

(f) Any action(s) taken by the Contractor in response to any direction given by any person other than the Contracting Officer or the COTR shall be at the Contractor's risk.

(End of clause)

G.7 NASA CONTRACTOR FINANCIAL MANAGEMENT REPORTING (1852.242-73)
(JUL 1997)

(a) The Contractor shall submit NASA Contractor Financial Management Reports on NASA Forms 533 in accordance with the instructions in NASA Policy Guidance (NPG) 9501.2, NASA Contractor Financial Management Reporting, and on the reverse side of the forms, as supplemented in the Schedule of this contract. The detailed reporting categories to be used, which shall correlate with technical and schedule reporting, shall be set forth in the Schedule. Contractor implementation of reporting requirements under this clause shall include NASA approval of the definitions of the content of each reporting category and give due regard to the Contractor's established financial management information system.

(b) Lower level detail used by the Contractor for its own management purposes to validate information provided to NASA shall be compatible with NASA requirements.

(c) Reports shall be submitted in the number of copies, at the time, and in the manner set forth in the Schedule or as designated in writing by the Contractor Officer. Upon completion and acceptance by NASA of all contract line items, the Contracting Officer may direct the Contractor to submit Form 533 reports on a quarterly basis only, report only when changes in actual cost incur, or suspend reporting altogether.

SECTION G OF ESSP COMM CORP
CONTRACT ADMINISTRATION DATA

G.7 NASA CONTRACTOR FINANCIAL MANAGEMENT REPORTING (1852.242-73) (JUL 1

(d) The Contractor shall ensure that its Form 533 reports include accurate subcontractor cost data, in the proper reporting categories, for the reporting period.

(e) If during the performance of this contract NASA requires a change in the information or reporting requirements specified in the Schedule, or as provided for in paragraph (a) or (c) of this clause, the Contracting Officer shall effect that change in accordance with the Changes clause of this contract.

(End of clause)

G.8 CONTRACTOR REQUESTS FOR GOVERNMENT-OWNED EQUIPMENT (1852.245-70) (JUL 1997)

(a) A Equipment, as used in this clause, means commercially available items capable of stand-alone use, including those to be acquired for incorporation into special test equipment or special tooling.

(b)(1) Upon determination of need for any Government-owned equipment item for performance of this contract, the contractor shall provide to the contracting officer a written request justifying the need for the equipment and the reasons why contractor-owned property cannot be used, citing the applicable FAR or contract authority for use of Government-owned equipment. Equipment being acquired as a deliverable end item listed in the contract or as a component for incorporation into a deliverable end item listed in the contract is exempt from this requirement.

(2) The contractor's request shall include a description of the item in sufficient detail to enable the Government to screen its inventories for available equipment or to purchase equipment.

SECTION G OF ESSP COMM CORP
CONTRACT ADMINISTRATION DATA

G.8 CONTRACTOR REQUESTS FOR GOVERNMENT-OWNED EQUIPMENT (1852.245-70) (JUL 1997) (cont'd.)

For this purpose, the contractor shall (i) prepare a separate DD Form 1419, DOD Industrial Plant Equipment Requisition, or equivalent format, for each item requested and (ii) forward it through the contracting officer to the Industrial Property Officer at the cognizant NASA installation at least 30 days in advance of the date the contractor intends to acquire the item.

Multiple units of identical items may be requested on a single form. Instructions for preparing the DD Form 1419 are contained in NASA FAR Supplement 1845.7102. If a certificate of nonavailability is not received within that period, the contractor may proceed to acquire the item, subject to having obtained contracting officer consent, if required, and having complied with any other applicable provisions of this contract.

(c) Contractors who are authorized to conduct their own screening using the NASA Equipment Management System (NEMS) and other Government sources of excess property shall provide the evidence of screening results with their request for contracting officer consent. Requests to purchase based on unsuitability of items found shall include rationale for the determined unsuitability.

(End of clause)

G.9 FINANCIAL REPORTING OF NASA PROPERTY IN THE CUSTODY OF CONTRACTORS (1852.245-73) (SEP 1996)

(a) The Contractor shall submit annually a NASA Form (NF) 1018, NASA Property in the Custody of Contractors, in accordance with 1845.505-14, the instructions on the form, and subpart 1845-71. Subcontractor use of NF 1018 is not required by this clause; however, the contractor shall include data on property in the possession of subcontractors in the annual NF 1018.

SECTION G OF ESSP COMM CORP
CONTRACT ADMINISTRATION DATA

**G.9 FINANCIAL REPORTING OF NASA PROPERTY IN THE CUSTODY OF
CONTRACTORS (1852.245-73) (SEP 1996) (cont'd.)**

(b) If administration of this contract has been delegated to the Department of Defense, the original of NASA Form 1018 shall be submitted to the Goddard Space Flight Center (GSFC), Financial Management Division, Code 151.4, Greenbelt, MD 20771 and three copies shall be sent concurrently through the DOD Property Administrator to the GSFC Supply and Contract Property Team identified below. If the contract is administered by NASA, the original of NF 1018 shall be submitted to the GSFC Financial Management Division, Code 151.4 and three copies shall be sent concurrently and directly to the GSFC Supply and Contract Property Team, Code 235.

(c) The annual reporting period shall be from October 1 of each year to September 30 of the following year. The report shall be submitted in time to be received by October 31. The information contained in these reports is entered into the NASA accounting system to reflect current asset values for agency financial statement purposes. Therefore, it is essential that required reports be received no later than October 31. The Contracting Officer may, in the Government's interest, withhold payment until a reserve not exceeding \$25,000 or 5 percent of the amount of the contract, whichever is less, has been set-aside. If the Contractor fails to submit annual NF 1018 reports when due, such reserve shall be withheld until the Contracting Officer has determined that the required reports have been received by the Government. The withholding of any amount or the subsequent payment thereof shall not be construed as a waiver of any Government right.

SECTION G OF ESSP COMM CORP
CONTRACT ADMINISTRATION DATA

G.9 FINANCIAL REPORTING OF NASA PROPERTY IN THE CUSTODY OF
CONTRACTORS (1852.245-73) (SEP 1996) (cont'd.)

(d) A final report is required within 30 days after disposition of all property subject to reporting when the contract performance period is complete.

(End of clause)

G.10 LIST OF GOVERNMENT-FURNISHED PROPERTY (18-52.245-76) (OCT
1988)

For performance of work under this contract, the Government will make available Government property identified below or in Attachment **[Insert attachment number or "not applicable"]** of this contract on a no-charge-for-use basis. The Contractor shall use this property in the performance of this contract at

[Insert applicable site(s) where property will be used] and at other location(s) as may be approved by the Contracting Officer. Under the FAR 52.245 Government Property clause of this contract, the Contractor is accountable for the identified property.

SECTION G OF ESSP COMM CORP
CONTRACT ADMINISTRATION DATA

G.10 LIST OF GOVERNMENT-FURNISHED PROPERTY (18-52.245-76) (OCT 1988) (cont'd.)

Item	Quantity	Cost	Acquisition	Date to be Furnished to the Contractor
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TBD

(End of clause)

SECTION H OF ESSP COMM CORP
SPECIAL CONTRACT REQUIREMENTS

H.1 WORK BREAKDOWN STRUCTURE (GSFC 52.204-92) (OCT 1988)

The Work Breakdown Structure (WBS) identified as Attachment **TBD** to this contract shall provide the basis for all NASA Form 533 series reporting. Detail reporting requirements and levels are specified in the financial management reporting requirements contained in this contract.

During this contract, the WBS diagram and supporting summary task description shall be updated by the Contractor, as necessary, to reflect negotiations, new work, modifications/changes, changes in work element distribution, and configuration changes. Contractor revisions to the baseline WBS shall be incorporated in the summary task description, shop order listing, and progress reporting within 30 days after WBS revision. Such updating and changes shall be accomplished in accordance with GHB7120.1 "Handbook for Preparation and Implementation of Work Breakdown Structures", and shall be distributed as follows:

SECTION H OF ESSP COMM CORP
SPECIAL CONTRACT REQUIREMENTS

H.1 WORK BREAKDOWN STRUCTURE (GSFC 52.204-92) (OCT 1988)
(cont'd.)

No. of Copies	Addressee	Code
1	Contracting Officer	
1	Project Office	
2	As designated (DRM/Resources or DRM)	

The Contractor shall be responsible for traceability of subcontractor data supporting its WBS elements. The Contractor may establish with a subcontractor any WBS that permits the prime Contractor to fulfill its WBS requirements and that provides adequate control of the subcontract.

(End of clause)

H.2 MONTHLY AND QUARTERLY FINANCIAL MANAGEMENT REPORTS (GSFC 52.204-95) (OCT 1988)

The Contractor shall submit NASA Financial Management Reports 533M and 533Q, as required by the NASA Contractor Financial Management Reporting clause of this contract. The reports shall contain the following categories:

?(1)?

Copies of the reports shall be submitted to:

SECTION H OF ESSP COMM CORP
SPECIAL CONTRACT REQUIREMENTS

H.2 MONTHLY AND QUARTERLY FINANCIAL MANAGEMENT REPORTS (GSFC
52.204-95) (OCT 1988) (cont'd.)

Copies	Addressee	Code or Attention
1	Contracting Officer	TBD
1	Project Manager	TBD
1	Financial Manager	TBD
1	Cognizant activity (when contract administration is delegated)	TBD

(End of clause)

H.3 SUBCONTRACTING PLAN AND REPORTS FOR SMALL, SMALL
DISADVANTAGED AND WOMEN-OWNED SMALL BUSINESS CONCERNS (GSFC
52.219-90) (JULY 1996)

a. Subcontracting Plan (Contractor)

FAR clause 52.219-9, "Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan" is included in Section I of this contract. The agreed to Subcontracting Plan for Small, Disadvantaged and Women-Owned Small Business Concerns required by the clause is included as Attachment **TBD** in Section J.

b. Subcontracting Plan (Subcontractors)

In accordance with FAR clause 52.219-9, the Contractor must require that certain subcontractors adopt a plan similar to the Plan agreed to between the Contractor and the Government.

c. Reporting to Contracting Officer (SF 294--Semi-annual and
Final)

SECTION H OF ESSP COMM CORP
SPECIAL CONTRACT REQUIREMENTS

H.3 SUBCONTRACTING PLAN AND REPORTS FOR SMALL, SMALL
DISADVANTAGED AND WOMEN-OWNED SMALL BUSINESS CONCERNS (GSFC
52.219-90) (JULY 1996) (cont'd.)

The Contractor shall prepare and submit Standard Form 294 (Rev. 10-95), "Subcontracting Report for Individual Contracts" in accordance with the instructions on the back of the form.

The SF 294 must be submitted to the Contracting Officer on a semi-annual basis. This report must be received no later than April 30 and October 30 each year for the reporting periods ending March 31 and September 30, respectively. A final SF 294 must be submitted after contract completion. The final SF 294 submittal must be received no later than the due date for what would have been the next semi-annual report.

d. Reporting to NASA Headquarters (SF 295--Semi-annual)

The Contractor shall prepare and submit Standard Form 295 (Rev. 10-95), "Summary Subcontract Report" in accordance with the instructions on the back of the form and in accordance with NASA FAR Supplement clause 18-52.219-75, "Small Business and Small Disadvantaged Business Subcontracting Reporting" of this contract.

The SF 295 must be submitted to "NASA, Office of Procurement, Code HC, Washington, D.C. 20546-0001" on an semi-annual basis no later than April 30 and October 30 each year for the reporting periods ending March 31 and September 30, respectively.

SECTION H OF ESSP COMM CORP
SPECIAL CONTRACT REQUIREMENTS

H.3 SUBCONTRACTING PLAN AND REPORTS FOR SMALL, SMALL
DISADVANTAGED AND WOMEN-OWNED SMALL BUSINESS CONCERNS (GSFC
52.219-90) (JULY 1996) (cont'd.)

e. Subcontractor Reporting

FAR clause 52.219-9 and NASA FAR Supplement clause 18-52.219-75 require that the Contractor ensure that SF 294 and SF 295 reports are submitted by those subcontractors that have been required to adopt a Subcontracting Plan under the terms of the clause. These subcontractor reports must be submitted as required by paragraphs (c) and (d) above. The reports may be submitted through the Contractor or submitted directly. Regardless, the Contractor is responsible for ensuring proper and timely submittal of the required reports.

(End of clause)

H.4 COORDINATION WITH SPACECRAFT CONTRACTOR (GSFC 52.234-90) (OCT 1988)

The **TBD** to be delivered hereunder is to be integrated into a spacecraft and must, therefore, be compatible with the spacecraft. Liaison and coordination activity between the Contractor and the spacecraft contractor may be necessary. Such liaison coordination shall not be construed as authority for the spacecraft contractor to issue directives to the Contractor or authorize the acceptance of such direction, if any, by the Contractor. Neither shall the Contractor issue directives to the spacecraft contractor. Problems that cannot be solved between

SECTION H OF ESSP COMM CORP
SPECIAL CONTRACT REQUIREMENTS

H.4 COORDINATION WITH SPACECRAFT CONTRACTOR (GSFC 52.234-90) (OCT 1988) (cont'd.)

the Contractor and the spacecraft contractor as to mechanical, electrical or other interfaces shall be submitted in writing to the GSFC Technical Officer, Code **TBD** , prior to, if possible, fabrication of the equipment with a copy to the Contracting Officer.

(End of clause)

H.5 LAUNCH DELAYS (GSFC 52.243-91) (FEB 1991)

The delivery schedule and/or period of performance of this contract is based upon a spacecraft launch date of **TBD** . In the event of a Government directed delay of the launch date, the Contracting Officer may inform the Contractor, in writing, of the revised launch date, and allow the Contractor to submit a proposal for the effect of this delay on the cost, delivery schedule, or other terms of the contract. This may result in an equitable adjustment to the estimated cost, fee(s), if any, and delivery schedule or period of performance. Failure to agree to an adjustment shall be considered as a dispute under the Disputes clause. However, nothing in this clause shall excuse the Contractor from proceeding with the contract as extended.

(End of clause)

H.6 SUBCONTRACTS--CONSENT AT TIME OF AWARD (GSFC 52.244-93) (MAY 1991)

(a) Notification and Consent

For the purposes of the Subcontracts clause of this contract, the notification and consent requirements for the following

SECTION H OF ESSP COMM CORP
SPECIAL CONTRACT REQUIREMENTS

H.6 SUBCONTRACTS--CONSENT AT TIME OF AWARD (GSFC 52.244-93) (MAY 1991) (cont'd.)

subcontracts have been satisfied except as may be limited in paragraph (b) below:

TBD

(b) Limitations

The above consent does not satisfy the notification and consent requirements of the Subcontracts clause for any subcontract changes or modifications for which notification and consent is required by the Subcontracts clause. Other limitations are as follows:

TBD

(End of clause)

H.7 SECTION H CLAUSES INCORPORATED BY REFERENCE

(1852.208-81) RESTRICTIONS ON PRINTING AND DUPLICATING (AUG 1993)
(1852.223-70) SAFETY AND HEALTH (MAR 1997)
(1852.244-70) GEOGRAPHIC PARTICIPATION IN THE AEROSPACE PROGRAM
(APRIL 1985)

(End of By Reference Section)

SECTION H OF ESSP COMM CORP
SPECIAL CONTRACT REQUIREMENTS

H.8 KEY PERSONNEL AND FACILITIES (18-52.235-71) (MAR 1989)

(a) The personnel and/or facilities listed below (or specified in the contract Schedule) are considered essential to the work being performed under this contract. Before removing, replacing, or diverting any of the listed or specified personnel or facilities, the Contractor shall (1) notify the Contracting Officer reasonably in advance and (2) submit justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on this contract.

(b) The Contractor shall make no diversion without the Contracting Officer's written consent; provided, that the Contracting Officer may ratify in writing the change, and that ratification shall constitute Contracting Officer's consent required by this clause.

(c) The list of personnel and/or facilities (shown below or as specified in the contract Schedule) may, with the consent of the contracting parties, be amended from time to time during the course of the contract to add or delete personnel and/or facilities.

TBD

(End of clause)

H.9 OPTION FOR PHASES C/D/E

The Government may unilaterally modify the contract to add the design, development, mission operations and data processing and distribution effort(Phases C/D/E) by the Contracting Officer giving written notice to the contractor in the form of a modification to the contract within **TBD** months from the effective date of the contract. Exercise of this option will add the Phase C/D/E effort described in Attachments **TBD** in Clause J.1 and the Phase C/D/E deliverable items and delivery schedule in Clause B.1. The estimated cost of the option is **TBD**.

SECTION H OF ESSP COMM CORP
SPECIAL CONTRACT REQUIREMENTS

H.9 OPTION FOR PHASES C/D/E (cont'd.)

The following contract clauses will become effective as of the effective date of the option: **TBD.**

In addition, the following will be added to Clause B.1:
Notwithstanding the provisions of Clause 52.216-7 Allowable Cost and Payment, the Government will not reimburse the contractor for costs and fees in excess of **TBD.**

(End of provision)

SECTION I OF ESSP COMM CORP

CONTRACT CLAUSES

I.1 LIST OF SECTION I CLAUSES INCORPORATED BY REFERENCE

The following clauses are incorporated by reference in accordance with Federal Acquisition Regulation (FAR) 52.252-2 CLAUSES INCORPORATED BY REFERENCE (JUN 1988):

- (52.202-1)DEFINITIONS (OCT 1995)
- (52.203-3)GRATUITIES (APR 1984)
- (52.203-6)RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (JUL 1995)
- (52.203-7)ANTI-KICKBACK PROCEDURES (JUL 1995)
- (52.203-8)CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)
- (52.203-10) PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)
- (52.203-12) LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (JUN 1997)
- (52.204-4)PRINTING/COPYING DOUBLE SIDED ON RECYCLED PAPER (JUN 1996)
- (52.209-6)PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED,SUSPENDED, OR PROPOSED FOR DEBARMENT (JUL 1995)
- (52.211-15) DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS (SEPT 1990)
- (52.215-2)AUDIT AND RECORDS--NEGOTIATION (AUG 1996)
- (52.215-8)ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT (OCT 1997)
- (52.216-7)ALLOWABLE COST AND PAYMENT (FEB 1998)
- (52.216-8)FIXED FEE (MAR 1997)
- (52.219-8)UTILIZATION OF SMALL, SMALL DISADVANTAGED AND WOMEN-OWNED SMALL BUSINESS CONCERNS (JUN 1997)
- (52.219-9)SMALL, SMALL DISADVANTAGED AND WOMEN-OWNED SMALL BUSINESS SUBCONTRACTING PLAN (AUG 1996)
- (52.219-16) LIQUIDATED DAMAGES--SUBCONTRACTING PLAN (OCT 1995)
- (52.222-3)CONVICT LABOR (AUG 1996)
- (52.222-20) WALSH-HEALEY PUBLIC CONTRACTS ACT (DEC 1996)

SECTION I OF ESSP COMM CORP

CONTRACT CLAUSES

I.1 LIST OF SECTION I CLAUSES INCORPORATED BY REFERENCE (cont'd.)

- (52.222-26) EQUAL OPPORTUNITY (APR 1984)
- (52.222-28) EQUAL OPPORTUNITY PRE-AWARD CLEARANCE OF
SUBCONTRACTS (APR 1984)(Deviation) (Revise A\$1
million to read A\$10 million)
- (52.222-35) AFFIRMATIVE ACTION FOR SPECIAL DISABLED AND VIETNAM
ERA VETERANS (APR 1984)
- (52.222-36) AFFIRMATIVE ACTION FOR HANDICAPPED WORKERS (APR
1984)
- (52.222-37) EMPLOYMENT REPORTS ON SPECIAL DISABLE VETERANS AND
VETERANS OF THE VIETNAM ERA (JAN 1988)
- (52.223-2) CLEAN AIR AND WATER (APR 1984)
- (52.223-6) DRUG FREE WORK PLACE (JAN 1997)
- (52.225-3) BUY AMERICAN ACT--SUPPLIES (JAN 1994)
- (52.225-10) DUTY-FREE ENTRY (APR 1984)
- (52.225-11) RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (OCT
1996)
- (52.227-1) AUTHORIZATION AND CONSENT (JUL 1995)--ALTERNATE I (APR
1984)
- (52.227-2) NOTICE AND ASSISTANCE REGARDING PATENT AND COPY-RIGHT
INFRINGEMENT (AUG 1996)
- (52.227-14) RIGHTS IN DATA-GENERAL (JUN 1987) as modified by
NASA FAR Supplement 18-52.227-14 (PN 89-72)
- (52.228-7) INSURANCE--LIABILITY TO THIRD PERSONS (MAR 1996)
- (52.230-2) COST ACCOUNTING STANDARDS (APR 1996)
- (52.230-6) ADMINISTRATION OF COST ACCOUNTING STANDARDS (APR 1996)
- (52.232-17) INTEREST (JUN 1996)
- (52.232-22) LIMITATION OF FUNDS (APR 1984) as modified by NASA
FAR Supplement 18-32.705-2
- (52.232-23) ASSIGNMENT OF CLAIMS (JAN 1986)

SECTION I OF ESSP COMM CORP

CONTRACT CLAUSES

I.1 LIST OF SECTION I CLAUSES INCORPORATED BY REFERENCE (cont'd.)

- (52.232-25) PROMPT PAYMENT (JUN 1997) (b)(2), second sentence shall have a 30 day period for any financing payments.
- (52.232-33) MANDATORY INFORMATION FOR ELECTRONIC FUNDS TRANSFER PAYMENT (AUG 1996)
- (52.232-34) OPTIONAL INFORMATION FOR ELECTRONIC FUNDS TRANSFER PAYMENT (AUG 1996)
- (52.233-1) DISPUTES (OCT 1995)--ALTERNATE I (DEC 1991)
- (52.233-3) PROTEST AFTER AWARD (AUG 1996)--ALTERNATE I (JUN 1985)
- (52.242-1) NOTICE OF INTENT TO DISALLOW COSTS (APR 1984)
- (52.242-13) BANKRUPTCY (JUL 1995)
- (52.243-2) CHANGES--COST-REIMBURSEMENT (AUG 1987)--ALTERNATE V (APR 1984)
- (52.243-6) CHANGE ORDER ACCOUNTING (APR 1984)
- (52.244-2) SUBCONTRACTS (COST-REIMBURSEMENT AND LETTER CONTRACTS) (OCT 1997)--ALTERNATE I (AUG 1996) {paragraph (e) is "None"}
- (52.244-5) COMPETITION IN SUBCONTRACTING (DEC 1996)
- (52.245-5) GOVERNMENT PROPERTY (COST-REIMBURSEMENT, TIME-AND-MATERIAL, OR LABOR-HOUR CONTRACTS)(JAN 1986) (DEVIATION) (JULY 1995)--(g)(5) of the clause shall read as follows: "The contractor shall notify the contracting officer upon loss or destruction of, or damage to, Government property provided under this contract, with the exception of low value property for which loss, damage, or destruction is reported at contract termination, completion, or when needed for continued performance. The Contractor shall take all reasonable action to protect the Government property from further damage, separate the damaged and undamaged Government property, put all the

SECTION I OF ESSP COMM CORP

CONTRACT CLAUSES

I.1 LIST OF SECTION I CLAUSES INCORPORATED BY REFERENCE (cont'd.)

affected Government property in the best possible order, and furnish to the Contracting Officer a statement of--" The balance of (g)(5) is unchanged.

- (52.245-18) SPECIAL TEST EQUIPMENT (FEB 1993)
- (52.246-23) LIMITATION OF LIABILITY (FEB 1997)
- (52.247-1) COMMERCIAL BILL OF LADING NOTATIONS (APR 1984)
- (52.247-63) PREFERENCE FOR U.S.-FLAG AIR CARRIERS (JAN 1997)
- (52.249-6) TERMINATION (COST-REIMBURSEMENT) (SEP 1996)
- (52.249-14) EXCUSABLE DELAYS (APR 1984)
- (18-52.216-89) ASSIGNMENT AND RELEASE FORMS (JUL 1997)
- (18-52.219-77) NASA MENTOR-PROTEGE PROGRAM (JUL 1997)
- (18-52.219-79) MENTOR REQUIREMENTS AND EVALUATION (JUL 1997)
- (18-52.215-84) OMBUDSMAN (OCT 1996) The installation Ombudsman is A.V. Diaz at 301-286-5066.

(End of By Reference Section)

I.2 RIGHTS TO PROPOSAL DATA (52.227-23) (TECHNICAL) (JUN 1987)

Except for data contained on pages **TBD** , it is agreed that as a condition of award of this contract, and notwithstanding the conditions of any notice appearing thereon, the Government shall have unlimited rights (as defined in the "Rights in Data--General" clause contained in this contract) in and to the technical data contained in the proposal dated , upon which this contract is based.

(End of Clause)

SECTION I OF ESSP COMM CORP

CONTRACT CLAUSES

I.3 LIMITATION ON WITHHOLDING OF PAYMENTS (52.232-9) (APR 1984)

If more than one clause or Schedule term of this contract authorizes the temporary withholding of amounts otherwise payable to the Contractor for supplies delivered or services performed, the total of the amounts withheld at any one time shall not exceed the greatest amount that may be withheld under any one clause or Schedule term at that time; provided, that this limitation shall not apply to--

(a) Withholdings pursuant to any clause relating to wages or hours of employees;

(b) Withholdings not specifically provided for by this contract;

(c) The recovery of overpayments; and

(d) Any other withholding for which the Contracting Officer determines that this limitation is inappropriate.

(End of clause)

I.4 NOTIFICATION OF CHANGES (52.243-7) (APR 1984)

(a) Definitions. "Contracting Officer," as used in this clause, does not include any representative of the Contracting Officer. "Specifically authorized representative (SAR)," as used in this clause, means any person the Contracting Officer has so designated by written notice (a copy of which shall be provided to the Contractor) which shall refer to this subparagraph and shall be issued to the designated representative before the SAR exercises such authority.

SECTION I OF ESSP COMM CORP

CONTRACT CLAUSES

I.4 NOTIFICATION OF CHANGES (52.243-7) (APR 1984) (cont'd.)

(b) Notice. The primary purpose of this clause is to obtain prompt reporting of Government conduct that the Contractor considers to constitute a change to this contract. Except for changes identified as such in writing and signed by the Contracting Officer, the Contractor shall notify the Administrative Contracting Officer in writing promptly, within.....(to be negotiated) calendar days from the date that the Contractor identifies any Government conduct (including actions, inactions, and written or oral communications) that the Contractor regards as a change to the contract terms and conditions. On the basis of the most accurate information available to the Contractor, the notice shall state--

(1) The date, nature, and circumstances of the conduct regarded as a change;

(2) The name, function, and activity of each Government individual and Contractor official or employee involved in or knowledgeable about such conduct;

(3) The identification of any documents and the substance of any oral communication involved in such conduct;

(4) In the instance of alleged acceleration of scheduled performance or delivery, the basis upon which it arose;

(5) The particular elements of contract performance for which the Contractor may seek an equitable adjustment under this clause, including--

(i) What contract line items have been or may be affected by the alleged change,

SECTION I OF ESSP COMM CORP

CONTRACT CLAUSES

I.4 NOTIFICATION OF CHANGES (52.243-7) (APR 1984) (cont'd.)

(ii) What labor or materials or both have been or may be added, deleted, or wasted by the alleged change;

(iii) To the extent practicable, what delay and disruption in the manner and sequence of performance and effect on continued performance have been or may be caused by the alleged change;

(iv) What adjustments to contract price, delivery schedule, and other provisions affected by the alleged change are estimated; and

(6) The Contractor's estimate of the time by which the Government must respond to the Contractor's notice to minimize cost, delay or disruption of performance.

(c) Continued performance. Following submission of the notice required by (b) above, the Contractor shall diligently continue performance of this contract to the maximum extent possible in accordance with its terms and conditions as construed by the Contractor, unless the notice reports a direction of the Contracting Officer or a communication from a SAR of the Contracting Officer, in either of which events the Contractor shall continue performance; provided, however, that if the Contractor regards the direction or communication as a change as described in (b) above, notice shall be given in the manner provided. All directions, communications, interpretations, orders and similar actions of the SAR shall be reduced to writing promptly and copies furnished to the Contractor and to the Contracting Officer. The Contracting Officer shall promptly countermand any action which exceeds the authority of the SAR.

SECTION I OF ESSP COMM CORP

CONTRACT CLAUSES

I.4 NOTIFICATION OF CHANGES (52.243-7) (APR 1984) (cont'd.)

(d) Government response. The Contracting Officer shall promptly, within..... (to be negotiated) calendar days after receipt of notice, respond to the notice in writing. In responding, the Contracting Officer shall either--

(1) Confirm that the conduct of which the Contractor gave notice constitutes a change and when necessary direct the mode of further performance;

(2) Countermand any communication regarded as a change;

(3) Deny that the conduct of which the Contractor gave notice constitutes a change and when necessary direct the mode of further performance; or

(4) In the event the Contractor's notice information is inadequate to make a decision under (1), (2), or (3) above, advise the Contractor what additional information is required, and establish the date by which it should be furnished and the date thereafter by which the Government will respond.

(e) Equitable adjustments. (1) If the Contracting Officer confirms that Government conduct effected a change as alleged by the Contractor, and the conduct causes an increase or decrease in the Contractor's cost of, or the time required for, performance of any part of the work under this contract, whether changed or not changed by such conduct, an equitable adjustment shall be made--

(i) In the contract price or delivery schedule or both; and

SECTION I OF ESSP COMM CORP

CONTRACT CLAUSES

I.4 NOTIFICATION OF CHANGES (52.243-7) (APR 1984) (cont'd.)

(ii) In such other provisions of the contract as may be affected.

(2) The contract shall be modified in writing accordingly. In the case of drawings, designs or specifications which are defective and for which the Government is responsible, the equitable adjustment shall include the cost and time extension for delay reasonably incurred by the Contractor in attempting to comply with the defective drawings, designs or specifications before the Contractor identified, or reasonably should have identified, such defect. When the cost of property made obsolete or excess as a result of a change confirmed by the Contracting Officer under this clause is included in the equitable adjustment, the Contracting Officer shall have the right to prescribe the manner of disposition of the property. The equitable adjustment shall not include increased costs or time extensions for delay resulting from the Contractor's failure to provide notice or to continue performance as provided, respectively, in (b) and (c) above.

NOTE: The phrases "contract price" and "cost" wherever they appear in the clause, may be appropriately modified to apply to cost-reimbursement or incentive contracts, or to combinations thereof.

(End of clause)

I.5 SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS (52.244-6) (OCT 1995)

(a) Definitions.

Commercial item, as used in this clause, has the meaning contained in the clause at 52.202-1, Definitions.

SECTION I OF ESSP COMM CORP

CONTRACT CLAUSES

I.5 SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS (52.244-6) (OCT 1995) (cont'd.)

Subcontract, as used in this clause, includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.

(c) Notwithstanding any other clause of this contract, the Contractor is not required to include any FAR provision or clause, other than those listed below to the extent they are applicable and as may be required to establish the reasonableness of prices under Part 15, in a subcontract at any tier for commercial items or commercial components:

(1) 52.222-26, Equal Opportunity (E.O. 11246);

(2) 52.222-35, Affirmative Action for Special Disabled and Vietnam Era Veterans (38 U.S.C. 4212(a));

(3) 52.222-36, Affirmative Action for Handicapped Workers (29 U.S.C. 793); and

(4) 52.247-64, Preference for Privately Owned U.S.-Flagged Commercial Vessels (46 U.S.C. 1241) (flow down not required for subcontracts awarded beginning May 1, 1996).

SECTION I OF ESSP COMM CORP

CONTRACT CLAUSES

I.5 SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS (52.244-6) (OCT 1995) (cont'd.)

(d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

(End of clause)

I.6 CLAUSES INCORPORATED BY REFERENCE (52.252-2) (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

Federal Acquisition Regulation (FAR) clauses:

<http://www.arnet.gov/far/>

NASA FAR Supplement (NFS) clauses:

<http://www.hq.nasa.gov/office/procurement/regs/nfstoc.htm>

Note: The clauses in this contract are current as of Federal Acquisition Circular (FAC) 97-3 and NFS version 97.1.

(End of clause)

SECTION I OF ESSP COMM CORP

CONTRACT CLAUSES

I.7 COMPUTER GENERATED FORMS (52.253-1) (JAN 1991)

(a) Any data required to be submitted on a Standard or Optional Form prescribed by the Federal Acquisition Regulation (FAR) may be submitted on a computer generated version of the form, provided there is no change to the name, content, or sequence of the data elements on the form, and provided the form carries the Standard or Optional Form number and edition date.

(b) Unless prohibited by agency regulations, any data required to be submitted on an agency unique form prescribed by an agency supplement to the FAR may be submitted on a computer generated version of the form provided there is no change to the name, content, or sequence of the data elements on the form and provided the form carries the agency form number and edition date.

(c) If the Contractor submits a computer generated version of a form that is different than the required form, then the rights and obligations of the parties will be determined based on the content of the required form.

(End of clause)

I.8 USE OF RURAL AREA SMALL BUSINESSES (18-52.219-74) (SEP 1990)

(a) Definitions.

"Rural area" means any county with a population of fewer than twenty thousand individuals.

"Small business concern," as used in this clause, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding under this contract, and qualified as a small business under the criteria and size standards in 13 CFR 121.

SECTION I OF ESSP COMM CORP

CONTRACT CLAUSES

I.8 USE OF RURAL AREA SMALL BUSINESSES (18-52.219-74) (SEP 1990) (cont'd.)

(b) NASA prime and subcontractors are encouraged to use their best efforts to award subcontracts to small business concerns located in rural areas.

(c) Contractors acting in good faith may rely on written representations by their subcontractors regarding their status as small business concerns located in rural areas.

(d) The Contractor agrees to insert the provisions of this clause, including this paragraph (d), in all subcontracts hereunder that offer subcontracting possibilities.

(End of clause)

I.9 SMALL, SMALL DISADVANTAGED, AND WOMEN-OWNED SMALL BUSINESS SUBCONTRACTING REPORTING (1852.219-75) (JUL 1997)

(a) The Contractor shall submit the Summary Subcontract Report (Standard Form (SF) 295) semiannually for the reporting periods specified in block 4 of the form. All other instructions for SF 295 remain in effect.

(b) The Contractor shall include this clause in all subcontracts that include the clause at FAR 52.219-9.

(End of clause)

SECTION I OF ESSP COMM CORP

CONTRACT CLAUSES

I.10 NASA 8 PERCENT GOAL (1852.219-76) (JUL 1997)

(a) Definitions.

Historically Black Colleges or University, as used in this clause means an institution determined by the Secretary of Education to meet the requirements of 34 CFR Section 608.2. The term also includes any nonprofit research institution that was an integral part of such a college or university before November 14, 1986.

Minority institutions, as used in this clause, means an institution of higher education meeting the requirements of section 1046(3) of the Higher Education Act of 1965 (20 U.S.C. 1135d-5(3)) which for the purposes of this clause includes a Hispanic-serving institution of higher education as defined in section 316(b)(1) of the Act (20 U.S.C. 1059c(b)(1)).

A small disadvantaged business concern, as used in this clause, means a small business concern that (1) is at least 51 percent unconditionally owned by one or more individuals who are both socially and economically disadvantaged, or a publicly owned business having at least 51 percent of its stock unconditionally owned by one or more socially and economically disadvantaged individuals, and (2) has its management and daily business controlled by one or more such individuals. This term also means a small business concern that is at least 51 percent unconditionally owned by an economically disadvantaged Indian tribe or Native Hawaiian Organization, or a publicly owned business having at least 51 percent of its stock unconditionally owned by one or more of these entities, which has its management and daily business controlled by members of an economically disadvantaged Indian tribe or Native Hawaiian Organization, and which meets the requirements of 13 CFR 124.

SECTION I OF ESSP COMM CORP

CONTRACT CLAUSES

I.10 NASA 8 PERCENT GOAL (1852.219-76) (JUL 1997) (cont'd.)

Women-owned small business concern, as used in this clause, means a small business concern (1) which is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women, and (2) whose management and daily business operations are controlled by one or more women.

(b) The NASA Administrator is required by statute to establish annually a goal to make available to small disadvantaged business concerns, Historically Black Colleges and Universities, minority institutions, and women-owned small business concerns, at least 8 percent of NASA's procurement dollars under prime contracts or subcontracts awarded in support of authorized programs, including the space station by the time operational status is obtained.

(c) The contractor hereby agrees to assist NASA in achieving this goal by using its best efforts to award subcontracts to such entities to the fullest extent consistent with efficient contract performance.

(d) Contractors acting in good faith may rely on written representations by their subcontractors regarding their status as small disadvantaged business concerns, Historically Black Colleges and Universities, minority institutions, and women-owned small business concerns.

(End of clause)

SECTION I OF ESSP COMM CORP

CONTRACT CLAUSES

I.11 CENTER FOR AEROSPACE INFORMATION (18-52.235-70) (NOV 1992)

(a) The Contractor should register with and avail itself of the services provided by the NASA Center for AeroSpace Information (CASI) for the conduct of research or research and development required under this contract. CASI provides a variety of services and products as a central NASA repository of research information which may enhance contract performance. The address is set out in paragraph (d) of this clause.

(b) Should the CASI information or service requested by the Contractor be unavailable or not in the exact form necessary by the Contractor, neither CASI nor NASA is obligated to search for or change the format of the information. A failure to furnish information shall not entitle the Contractor to an equitable adjustment under the terms and conditions of this contract.

(c) When the contract otherwise requires the submission of monthly progress, quarterly progress, or final reports, as defined at 18- 27.406(b), the last page of such reports shall be a completed Standard Form (SF) 298, Report Documentation Page.

(d) When the contract requires the delivery of reports or data to CASI, a reproducible copy and a printed or reproduced copy of such reports or data shall be concurrently submitted to:

Center for AeroSpace Information (CASI)
Attn: Accessioning Department
800 Elkridge Landing Road
Linthicum Heights, MD 21090-2934

(End of clause)

SECTION J OF ESSP COMM CORP

LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS

J.1 LIST OF ATTACHMENTS (GSFC 52.211-101) (OCT 1988)

The following attachments constitute part of this contract:

<u>Attachment</u>	<u>Description</u>	<u>Date</u>	<u>Pages</u>	No. of
A	Statement of Work for Phase B	TBD	TBD	
B	Statement of Work for Phase C/D/E	TBD	TBD	
C	Small, Small Disadvantaged & Woman- Owned Small Business Subcontracting Plan	TBD	TBD	
D	Mission Definition and Requirements Agreement	TBD	TBD	
E	Descope Plan	TBD	TBD	
F	Mission Performance Metrics	TBD	TBD	

(Other documents as determined necessary through negotiations)

(End of clause)